

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SEVENTH REGION**

G & K SERVICES, INC.¹

Employer

and

Case 7-RC-22914

**LOCAL 51, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

Petitioner

APPEARANCES:

John Bowen, Attorney, of Minneapolis, Minnesota, for the Employer.
Kevin J. O'Neil, Attorney, of Dearborn, Michigan, for the Petitioner.

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, a hearing was held before a hearing officer of the National Labor Relations Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record² in this proceeding, the undersigned finds:

1. The hearing officer's rulings are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

¹ The Employer's name appears as amended at the hearing.

² The Employer filed a brief, which has been carefully considered.

3. The labor organization involved claims to represent certain employees of the Employer.
4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

Overview

The Petitioner currently represents a bargaining unit of seven route sales representatives (RSRs) and route relief drivers (RRDs) employed out of the Employer's Romulus, Michigan facility. By the filing of this petition, the Petitioner seeks an *Armour-Globe*³ self-determination election to add one warehouse employee at the Romulus facility to its existing unit. The Employer maintains that an *Armour-Globe* self-determination election to include the warehouse employee is inappropriate as there is insufficient community of interest among the petitioned-for employee and the represented employees, and the only appropriate unit would be a separate unit of warehouse employees.

I find that the warehouse employee possesses a sufficient community of interest with the represented unit to vote in a self-determination election as to whether to be included in that unit. In reaching that conclusion, I considered that if the warehouse employee was not permitted to vote in a self-determination election, he would be denied an opportunity to be represented in collective bargaining.

Business Operations

The Employer is an industrial uniform and facility services company. It rents and sells and launders industrial uniforms, and provides facility services, such as floor mats, roll towels and restroom products, to its customers. The Employer employs approximately 8,000 employees at its 150 facilities across North America. There are approximately 16 employees at the Romulus branch facility, which is the Employer's only Michigan facility.

In October 2004, the Employer purchased a portion of Marathon Linen in Detroit. Marathon Linen was an industrial laundry business which consisted of an industrial services division and a production and maintenance/linen division. The Employer purchased the industrial services division only. The production portion of Marathon was purchased by another company⁴. The Employer interviewed and hired a number of former Marathon employees, including the seven represented driver employees and the

³ *Globe Machine & Stamping, Co.*, 3 NLRB 294 (1937); *Armour & Co.*, 40 NLRB 1333 (1942).

⁴ The Marathon Linen production and maintenance employees were represented by UNITE.

petitioned-for warehouse employee. It continued to operate out of the Marathon Detroit facility for a short time. During this time, the Marathon production division provided laundered garments to the Employer.

Marathon's RSRs and RRDs had been represented for many years by the Petitioner. At the time of the Marathon purchase in 2004, the Employer assumed the collective bargaining agreement between Marathon and the Petitioner. Since then, the Employer and Petitioner have successfully negotiated and entered into a new collective bargaining agreement effective March 1, 2005 through March 1, 2008.

On about November 1, 2004, the Employer commenced operations at its Romulus facility. At this time, the Employer ceased using Marathon's laundry services and began using its Windsor, Ontario facility to provide laundered garments. There is no laundering of garments on-site at the Romulus facility. A Windsor shuttle driver delivers clean laundry to the Romulus facility and picks up soiled laundry for return to Windsor once each weekday. The Romulus facility is a new 15,000 square foot, two-story building, consisting primarily of a warehouse for receiving and storing cleaned and soiled laundry and facility products. The rest of the building contains sales and administrative offices, a conference room, and a lunch room.

The Employer operates Monday through Friday. The facility is managed by Assistant General Manager Ed Greazel, who reports to Chris Moore. The record does not indicate where Moore is located. Route managers Wayne Davidson and John Rosa serve directly below Greazel. There is one sales manager who reports to Greazel and is in charge of two sales representatives. There also are two office personnel. Greazel is responsible for labor relations policy and procedures at the facility.

Represented Employees

There are six RSRs employed by the Employer. They were all hired by the Employer from Marathon and they continue to service the same routes and customers for the Employer that they serviced for Marathon. The RSRs are responsible for delivering clean laundry and facility products, and installing cabinets, lockers and other containers to store the laundry and products on-site; picking up soiled laundry and any defective products or containers for return to the warehouse; providing customer service regarding all laundered garments and other products; and selling additional laundered garments and other products within their existing accounts.

The RSRs start work at the Romulus warehouse around 7:00 a.m. When they arrive at work, their clean and laundered garments are waiting for them in the staging area. Clean laundry is delivered by the Windsor shuttle driver in bulk form and the warehouse employee, Ed Evanoff, builds loads of the laundry for the RSRs in the staging area. Depending on how their laundry accounts are set up, the RSRs can receive up to

two days worth of pre-staged bulk laundry. They start their work day by reviewing their paperwork and invoices, and loading their pre-staged laundry and products onto their trucks, as well as any sample items requested in anticipation of additional sales. In loading their trucks, the RSRs use the load sheets attached to their separate loads by Evanoff to ensure that all requested items are accounted for. This review and loading process takes about one hour. The RSRs are supervised by route managers Davidson and Rosa.⁵ They are responsible to check in with their route manager daily before leaving the facility. The RSRs are generally on the road by about 8:00 a.m.

The RSRs are responsible for installing cabinets, lockers and other containers to store the laundry and products for customers on-site. However, in the case of a new customer, the RRD, route managers, assistant general manager, and Evanoff also perform this installation work via delivery truck. From time to time, the RSRs may have to perform repairs at their customer sites, such as repairing a defective locker or cabinet, or re-attaching a loose towel dispenser to a wall. For this purpose, the RSRs carry the necessary tools and hardware in their route trucks. However, if the RSR is unable to perform the necessary repair on his own, Evanoff is sent to the customer site to perform the repair.

Depending on their number of scheduled routes each day, RSRs return to the warehouse anywhere from 1:00 p.m. to 5:00 p.m. Upon returning to the warehouse, they spend about one hour unloading their truck at the dock, parking the truck in the parking lot, completing paperwork, and checking in with their route manager before being released for the day. The RSRs have cubicles to perform paperwork activities located on the second floor of the warehouse by the route manager offices. The RSRs do not have any established breaks.

The RSRs are paid primarily by commission, with a minimum \$600 per week guarantee after they have been employed for 90 days. They receive benefits pursuant to their collective bargaining agreement. They mainly drive either a 16-foot step van or a dock/straight truck, and are required to be DOT-certified to drive route vehicles. They are not required to possess a chauffeur license. The RSRs are responsible for routine preventative maintenance on their trucks, such as checking oil levels, changing wiper fluid and replacing tail lights. All significant truck maintenance and repair is outsourced by the Employer to another company. The RSRs attend weekly route skill meetings together, along with the route managers and assistant general manager.

The Employer employs one RRD, Brian Wessel, who reports to route manager Davidson. The primary responsibility of the RRD is to fill in for an absent RSR. Thus, the RRD must be familiar with all of the RSR routes. If there is no need for the RRD to fill in for an RSR, he spends his work day riding along with the various RSRs to become

⁵ There is no dispute that Davidson and Rosa are supervisors within the meaning of the Act.

familiar with their routes, including the addition of any new customers or re-routing issues. When filling in for a RSR, the RRD performs the same job duties and is paid the same commission as the RSR assigned to those routes. When not filling in for a RSR, the RRD earns a base salary of \$125.00 per day or a maximum of \$600.00 per week. The RRD enjoys the same benefits as the RSRs pursuant to the collective bargaining agreement. The RSRs and RRD wear company uniforms consisting of a white and gray striped shirt and gray pants.

The Warehouse Employee

Ed Evanoff was previously employed by Marathon Linen as a production manager and was initially hired by the Employer as a facilitator between the Windsor and Romulus facilities. At the time of hire, Evanoff retained his title and pay scale, although he has never been employed by the Employer in any management capacity and has always performed the same warehouse duties since being transferred to the Romulus facility as of November 1, 2004. In June 2005, Evanoff's job classification of production manager was reclassified to warehouse employee. At that time, his method of pay was converted from salary to hourly and he suffered a pay decrease.

Evanoff's work hours are 9:30 a.m. to 6:00 p.m., Monday through Friday. He reports directly to assistant general manager Greazel, but also receives regular work direction from route manager Davidson, especially during Greazel's absences from the warehouse. When Evanoff is absent from work, his job duties are performed either by a route manager or Greazel. The drivers are not allowed to perform warehousing duties per their collective bargaining agreement.

Evanoff's primary duties are to receive the bulk load delivered by the Windsor shuttle driver and break it into daily loads for the RSRs, and maintain overall upkeep and inventory of the warehouse. He starts work after the RSRs have left the warehouse. In the afternoon, he assists the Windsor shuttle driver in unloading his semi-truck filled with cages and trolleys of bulk laundry in the staging area. He then sorts the daily loads for the RSRs for the following day. In sorting the loads, Evanoff receives a company-generated load sheet from his in-box which is either delivered by the Windsor shuttle driver or faxed to the Romulus facility from the Windsor office. Evanoff checks off the items on his load sheet, and then tapes the load sheet onto the garment cage or trolley along with a load verification sheet. The loads are then left in each RSR's designated aisle for the RSR to load onto his truck. In the event that the bulk loads delivered are either short of requested items or contain additional items not requested, Evanoff is responsible for communicating such issues to the Windsor facility. He is also responsible for pulling any additional products in the warehouse inventory that may be requested by the RSRs. To flag these items, RSRs complete an "add to load" list for Evanoff, who gets the list authorized by the designated route manager, pulls the requested items and adds them to

the RSR's daily load. Evanoff has a desk located on the first floor of the warehouse at which he performs paperwork duties and keeps company forms.

When the RSRs return to the facility after completing their routes, Evanoff opens the dock door for their trucks and positions the dock plate for them to unload. If the truck is a step van, which is not capable of holding a garment cage, Evanoff has an empty cage waiting for the van for unloading soiled garments. Evanoff assists the RSRs in unloading the soiled garments into the cage. He then transports the cage to the staging area for pickup by the Windsor shuttle driver. If the truck is a larger straight truck for bulk loads, which is capable of holding a cage, Evanoff assists the RSRs in rolling the cage off of the truck, receives the cage from the RSRs, red tags it for the Windsor shuttle driver as a bulk load, and then transports it to the staging area for pickup by the Windsor shuttle driver. Evanoff regularly moves RSR route trucks out of the dock staging area to the side in order to clear the way for the Windsor shuttle driver to pick up the soiled items. Evanoff also assists the Windsor shuttle driver in loading soiled garments onto his shuttle truck.

Evanoff gathers information from the RSRs concerning the number of soiled garments on their trucks for border crossing purposes. In this regard, each RSR is responsible for providing a count sheet listing their soiled garments turned in at the end of the day. This information is necessary for the Windsor shuttle driver in order to cross the border into Ontario. Evanoff either collects these soiled count sheets directly from the drivers or, if they have not yet returned to the facility, he contacts them by cell phone. The information is then turned over to a clerical at the Romulus facility, who provides the required paperwork and information to the Windsor shuttle driver and the Employer's customs broker.

Evanoff is responsible for conducting a warehouse inventory on all stocked items once each month and ordering replacement items. He is also responsible for delivering and picking up garments from third-party vendors for services, such as embroidery monogramming. Evanoff also performs shipping and receiving duties regarding overnight mail items, and is responsible for closing and securing the facility at the end of the day.

As a warehouse employee, Evanoff is not required to be DOT-certified to drive company-owned vehicles. However, he uses his personal vehicle to visit customer sites for installation of product containers, such as lockers, cabinets, and towel dispensers, and the repair of those items when RSRs have been unable to perform the repairs. When using his vehicle, Evanoff is reimbursed for mileage costs. He also drives company delivery trucks to deliver and install new cages and lockers to customer sites. In addition, he drives RSR route trucks within the facility to move vehicles out of the receiving area to different locations within the facility.

Evanoff is paid \$17.76 per hour, punches a time clock, and is eligible for overtime pay, unlike the represented employees.⁶ He receives a one-half hour unpaid lunch and two 15-minute paid breaks. His vacation benefits are accrued based on hours worked, unlike the represented drivers who earn vacation time based on seniority pursuant to their collective bargaining agreement. Evanoff does not attend any scheduled meetings with other employees. Evanoff is subject to an employee handbook for nonbargaining unit employees and is eligible to participate in an attendance bonus program unlike the represented employees. Evanoff wears a company uniform consisting of a solid gray shirt and gray pants. All employees wear the same company name badge.

Bargaining History

The Employer is a party to about 15 collective bargaining agreements around the United States that include RSRs. Only one of those includes RSRs and warehouse employees in the same unit. That agreement also includes production and maintenance employees. All of the other bargaining units which include RSRs are driver-only units. The Employer has one collective bargaining agreement that includes warehouse employees with production and maintenance employees.

Analysis

The issue to be determined is whether the petitioned-for addition of one warehouse employee to an existing unit of RSRs and RRDs is appropriate. In deciding appropriate units, the Board first considers whether the unit sought is appropriate. *P.J. Dick Contracting, Inc.* 290 NLRB 150, 151 (1988). If that unit is appropriate, then the inquiry into the appropriate unit ends. *The Boeing Co.*, 337 NLRB 152, 153 (2001).

A primary consideration in determining an appropriate unit is whether there is a significant community of interest between the employees that would require their inclusion in the unit. *NLRB v. Action Automotive, Inc.*, 469 U.S. 490 (1985). The Board looks to a variety of factors to determine whether a community of interest exists including, *inter alia*, the degree of functional integration, common supervision, the nature of employee skills and functions, interchangeability and contact among employees, work sites, general working conditions, and fringe benefits. See *NLRB v. Paper Mfrs. Co.*, 786 F.2d 163 (3rd Cir. 1986); *The Phoenician*, 308 NLRB 826 (1992); *Home Depot USA*, 331 NLRB 1298 (2000).

When drivers are involved in a unit determination, the Board has developed certain placement criteria for case-by-case evaluation of community of interest, in recognition of the wide variation in conditions of employment of drivers. *E.H. Koester Bakery Co.*, 136 NLRB 1006 (1962); *Airco, Inc.*, 273 NLRB 348 (1984). In *Koester*, at

⁶ When Evanoff was classified as production manager, prior to June 2005, he was paid a salary of \$884.00 per week.

1011, the Board set forth the following factors to be considered in making unit determinations involving drivers:

- (a) Whether the truck drivers and the plant employees have related or diverse duties, the mode of compensation, hours, supervision and other conditions of employment; and
- (b) Whether they are engaged in the same or related production processes or operation, or spend a substantial portion of their time in such production or adjunct activities.

The Employer is a highly integrated operation, perhaps more so at the Romulus facility because it is comparatively small. Evanoff unloads from the shuttle truck and separates in the staging area the same garments that the drivers load onto their route trucks. Evanoff regularly assists the represented drivers in unloading their soiled garments from their route trucks and moving their laundry cages to the staging area for pickup by the Windsor shuttle driver. Additionally, there is daily communication between the two employee groups regarding the gathering of information related to customs border paperwork, either directly or by cell phone. There are also some common job duties between Evanoff and the represented drivers, such as installation of cabinets and lockers, and product repairs at customer sites. Further, there is some common supervision in that Evanoff regularly receives direction from route manager Davidson.

There is a different pay structure for each group, as the RSRs are paid commission, the RRD is paid a daily rate, and Evanoff is paid hourly. However, since Evanoff's pay was recently reduced, his wages are more in line with the daily rate of the RRD and the weekly minimum guarantee of the RSRs. While the benefits earned by the two employee groups are different, such differences result from the represented employees' benefits being derived from the collective bargaining agreement and Evanoff's benefits being established by the Employer.

Thus I conclude that the overall functional integration of the operations, the daily work-related contact between the represented employees and petitioned-for employee, and the overlap in their duties establishes a sufficient community of interest among them to warrant a finding that the warehouse employee can appropriately be included in the represented driver unit. See *Levitz Furniture Company of Santa Clara, Inc.*, 192 NLRB 61, 62-63 (1971)

In addition to the community of interest the warehouse employee shares with the represented drivers, it is significant to note that the Board has long held that it is contrary to Board policy to certify a representative for bargaining purposes in a unit consisting of only one employee. *KCAL-TV*, 331 NLRB 323, 325 (2000), citing *Sonoma-Marin Publishing Co.*, 174 NLRB 625 (1968) and *Mount St. Joseph's Home for Girls* 229

NLRB 251, 252 (1977). Accordingly, if the petitioned-for addition to the existing unit is found not to be appropriate, then Evanoff would be denied the opportunity to be represented in collective bargaining because there are no other similar employees, such as production and maintenance employees or additional warehouse employees, at the Romulus facility which would constitute an appropriate separate unit. The Board does not favor such a resolution. *Vecellio & Grogan, Inc.*, 231 NLRB 136, 136-137 (1977); *MDS Courier Services, Inc.*, 242 NLRB 405, 406 (1979)

Conclusion

Based on the community of interest between the drivers and warehouse employee, and the presence of only one employee in the classification sought to be added to the existing unit, I find that the warehouse employee should be included in the RSR and RRD unit currently represented by the Petitioner.

Accordingly, for the above reasons, and based on the record as a whole, I conclude that a self-determination election is appropriate for the following voting group:

All full-time and regular part-time warehouse employees employed by the Employer at its facility located at 12875 South Huron River Drive, Romulus, Michigan; but excluding office clerical employees, sales representatives, and guards, and supervisors as defined in the Act.

Those eligible shall vote as set forth in the attached Direction of Election. If a majority of valid ballots is cast for the Petitioner, it will be taken to have indicated the employee's desire to be included in the existing RSR and RRD unit currently represented by the Petitioner. If a majority of valid votes is not cast for representation, it will be taken to have indicated the employee's desire to remain unrepresented.

Dated at Detroit, Michigan, this 30th day of September, 2005.

(SEAL)

/s/ Stephen M. Glasser
Stephen M. Glasser, Regional Director
National Labor Relations Board
Region 7
Patrick V. McNamara Federal Building
477 Michigan Avenue – Room 300
Detroit Michigan 48226

DIRECTION OF ELECTION

An election by secret ballot shall be conducted under the direction and supervision of this office among the employees in the unit(s) found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those employees in the unit who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during the period because they were ill, on vacation, or temporarily laid off. Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such a strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Employees who are otherwise eligible but who are in the military service of the United States may vote if they appear in person at the polls. Ineligible to vote are 1) employees who quit or are discharged for cause after the designated payroll period for eligibility, 2) employees engaged in a strike, who have quit or been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and 3) employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by:

LOCAL 51, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LIST OF VOTERS

In order to ensure that all eligible voters may have the opportunity to be informed of the issues in the exercised of their statutory right to vote, all parties to the elections should have access to a list of voters and their addresses which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); NLRB v. *Wyman-Gordon Company*, 394 U.S. 759 (1969); *North Macon Health Care Facility*, 315 NLRB 359 (1994). Accordingly, it is hereby directed that within 7 days of the date of this Decision, 2 copies of an election eligibility list, containing the full names and addresses of all eligible voters, shall be filed by the Employer with the undersigned who shall make the list available to all parties to the elections. The list must be of sufficient clarity to be clearly legible. The list may be submitted by facsimile or E-mail transmission, in which case only one copy need to be submitted. In order to be timely filed, such list must be received in the **DETROIT REGIONAL OFFICE** on or before **October 7, 2005**. No extension of time to file this list shall be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the **Executive Secretary, Franklin Court, 1099 14th Street N.W., Washington D.C. 20570**. This request must be received by the Board in Washington by **October 14, 2005**.-

POSTING OF ELECTION NOTICES

a. Employers shall post copies of the Board's official Notices of Election in conspicuous places at least 3 full working days prior to 12:01 a.m. of the day of the elections. In elections involving mail ballots, the election shall be deemed to have commenced the day the ballots are deposited by the Regional Office in the mail. In all cases, the notices shall remain posted until the end of the election.

The term "working day" shall mean an entire 24-hour period excluding Saturday, Sundays, and holidays.

A party shall be estopped from objecting to nonposting of notices if it is responsible for the nonposting. An employer shall be conclusively deemed to have received copies of the election notice for posting unless it notifies the Regional Office at least 5 days prior to the commencement of the election that it has not received copies of the election notice. */

Failure to post the election notices as required herein shall be grounds for setting aside the elections whenever proper and timely objections are filed under the provisions of Section 102.69(a)

*/ Section 103.20 (c) of the Board's Rules is interpreted as requiring an employer to notify the Regional Office at least 5 full working days prior to 12:01 a.m. of the day of the election that it has not received copies of the election notice.